

COLLECTIVE BARGAINING AGREEMENT BETWEEN

PUBLIC SCHOOL EMPLOYEES OF QUINCY

AND

QUINCY SCHOOL DISTRICT #144-01

SEPTEMBER 1, 2020 - AUGUST 31, 2023



Public School Employees of Washington / SEIU Local 1948

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1 **P R E A M B L E**

2
3 Pursuant to the conditions set forth in the Public School Employees Collective Bargaining Act of 1967,
4 this constitutes an agreement between the Quincy School District and the Public School Employees
5 Organization, an affiliate of the Public School Employees of Washington/SEIU Local 1948.
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9 **A R T I C L E I**

10 **RECOGNITION AND COVERAGE OF AGREEMENT**

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13 **Section 1.1.**

14 The School Board and Superintendent of School District #144-101 recognizes the local organization of
15 Public School Employees of District #144-101, an affiliate of the Public School Employees of
16 Washington/SEIU Local 1948, as the exclusive bargaining representative of all employees in classified
17 positions for the purpose of consulting and negotiating on appropriate matters applicable to any and all
18 employees in the units. EXCEPT: Supervisors, central office personnel and secretaries.
19

20 The management to which this Agreement is applicable consists of the School Board and the
21 Superintendent.
22

23 **Section 1.2. Bargaining Units**

24 The bargaining units to which this Agreement is applicable are as follows: Maintenance/Grounds,
25 Custodial, Transportation, Food Service, Migrant Services, Library Technicians, Specialists Para
26 Educators, and Support Services
27

28 **Section 1.3. Substitutes.**

29 A substitute employee is defined as an individual who temporarily replaces a current employee absent
30 from a regularly posted position that is expected to return at a later date; this replacement will extend
31 for as long as the current employee is unable to return to work; provided however, that if the length of
32 absence is more than fifteen (15) consecutive work days, the District shall notify the Association in
33 writing. If a current employee is placed in this position, he/she will be paid in accordance with section
34 7.17. If an individual from the substitute list is placed in this position, he/she will receive substitute
35 wages and will not receive any benefits or other contractual rights.
36

37 **Section 1.4.**

38 The parties agree to develop appropriate job descriptions and updates as needed. Job descriptions will be
39 provided to all employees.
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42 **A R T I C L E II**

43 **RIGHTS OF THE EMPLOYER**

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46 **Section 2.1. Right to Direct the Work Force.**

47 It is agreed that the customary and usual rights, powers, functions, and authority of management are
48 vested in management officials of the District. Included in these rights, in accordance with and subject to



1 applicable laws, regulations, and the provisions of this Agreement, is the right to direct the work force,
2 the right to hire, promote, retain, transfer and assign employees in positions; the right to suspend,
3 discharge, demote, or take other disciplinary action against employees; and the right to release employees
4 from duties because of lack of work or for other legitimate reasons. The District shall retain the right to
5 maintain efficiency of the District operation by determining the methods, the means, and the personnel
6 by which operations undertaken by the employees in the unit are to be conducted.

7
8 **Section 2.2. Making Rules and Regulations.**

9 The right to make reasonable rules and regulations shall be considered acknowledged functions of the
10 District. In making rules and regulations relating to personnel policies, procedures and practices and
11 matters of working conditions, the District shall give due regard and consideration to the rights of the
12 Association and the employees and to the obligations imposed by this Agreement.

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16 **ARTICLE III**

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18 **RIGHTS OF EMPLOYEES**

19
20 **Section 3.1. Assisting the Association.**

21 It is agreed that all employees subject to this Agreement shall have the right, freely and without fear of
22 penalty or reprisal, to join and assist the Association. Employees shall be free to assist the Association in
23 participating in the management of the Association, including presentation of the views of the
24 Association to the Board of Directors of the District or any other governmental body, group or
25 individual. Neither the District nor the Association shall interfere with the right of an employee to join or
26 refrain from joining the Association.

27
28 **Section 3.2. Employee Discrimination.**

29 Neither the District nor the Association shall apply the terms of this Agreement in such a manner as to
30 discriminate against any employee on the basis of sex, race, creed, religion, color, natural origin, , age
31 honorably discharged veteran or military status, sexual orientation including gender expression or
32 identity, the presence of any sensory, mental or physical disability, or the use of a trained dog guide or
33 service animal by a person with a disability which does not interfere with the performance of duties or
34 endanger the health or safety of the handicapped person or others.

35
36 **Section 3.3. Personnel Files.**

37 There shall be only one (1) official District personnel file for each employee, to be kept in the District
38 Administration Office. Each employee shall have the right to review the contents of his/her personnel
39 file under the supervision of the Superintendent or his designee. During the review, an official or
40 representative of the Association may be present. The employee may initial and photocopy any material
41 in the file, at employee expense. An employee may attach comments to any material that is a part of the
42 personnel file. A copy of any material placed in the employee's file must be given to the employee
43 within five (5) workdays of placement. Upon request of the employee, any derogatory material will be
44 destroyed after four (4) years from the date of placement if the cause for such material has been
45 satisfactorily corrected, except those materials regulated by state or federal law. Material may be kept by
46 the District for six (6) years following an employee's termination from employment.



1 **Section 3.4. Confrontational Situations.**

2 Employees are expected to use reasonable measures as necessary to protect him/herself, another
3 employee or another student from attack, physical threat, abuse, or injury, or to prevent damage to
4 District or personal property. Such reasonable measures may include seeking assistance from another
5 staff member or from law enforcement officers, as necessary.

6
7 All classified employees will be immediately notified of any known potentially dangerous situation that
8 may occur that may affect the safety of the employee, e.g., discovery of weapons, discovery of drugs,
9 gang activity, etc.

10
11 **Section 3.5. Administration of Medication.**

12 If and when it becomes necessary for paraeducators to administer medication, training will be provided
13 prior to performing said duties. The District agrees to provide legal assistance and liability insurance
14 coverage for the employee.

15
16 **Section 3.6. Bus Driver Drug/Alcohol Testing.**

17 The District will implement bus driver drug/alcohol testing according to Federal DOT regulations and
18 adopted Board Policy. No changes will be made to this policy without giving the Association notice of
19 intended changes and the opportunity to bargain those changes.

20
21 **Section 3.7. Video Cameras.**

22 Video cameras are a tool to assist bus drivers in monitoring students on the bus and to provide security
23 for students, staff, and District property at school buildings. The presence of security cameras at
24 school buildings will be disclosed to the Association upon request.

25
26 Video cameras may be installed in a bus only with driver knowledge. A bus driver may request a
27 camera to assist in identifying a problem occurring on a run or route. Drivers may view video of their
28 run upon request and may invite another person to view the same.

29
30 Video may be used like any other evidence in cases involving safety concerns or allegations of
31 employee misconduct but shall not be used to monitor employee performance without prior
32 notification of the employee and Association. Video will not be reviewed by non-supervisory
33 employees who do not have a job duty that requires the viewing of the video.

34
35 **Section 3.8. Evaluations.**

36 Regular employees with established seniority rights will be evaluated once a year. Evaluations will be
37 based upon direct observation of the employee's immediate supervisor. The employee and their
38 supervisor shall meet to discuss the evaluation. The employee shall sign the school District's copy of the
39 evaluation report to indicate that he/she has received a copy of the report. The signature of the employee
40 does not, however, necessarily imply that the employee agrees with the contents of the evaluation report.

41
42 The employee shall have the right to attach any comments to the evaluation report. This may be done at
43 the time the employee receives a copy, or they may be forwarded to the personnel office within 10 days
44 following the evaluation conference.

45
46 Evaluations shall be completed and discussed with the employee by the last student day of each school
47 year.



1 **Section 3.9. Threats to the Employee.**

2 Any employee who is threatened or harassed by any person or group while carrying out assigned duties,
3 shall immediately notify the Superintendent and, if necessary, the appropriate law enforcement authority.
4 Immediate steps shall be taken by the Superintendent, in cooperation with the employee, to provide for
5 the employee’s safety. Precautionary measures for the employee’s safety shall be reported to the
6 employee by the Superintendent at the earliest possible time.
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10 **ARTICLE IV**

11 **RIGHTS OF THE ASSOCIATION**

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14 **Section 4.1. Union Visitation to Employees.**

15 Visitation rights shall be granted to the designated representative of the Public School Employees of
16 Washington/SEIU Local 1948 to visit with employees in the appropriate bargaining units for purposes of
17 grievance procedures and/or general information data. The visiting delegate shall notify the School
18 District of his arrival and for what purpose the visitation is requested.
19

20 **Section 4.2. Union Representation of Employees.**

21 The Union has the right and responsibility to represent the interests of all employees, to present its views
22 to the District on matters of concern either orally or in writing, and to enter collective negotiations with
23 the object of reaching an agreement applicable to all employees within the bargaining unit. The Union
24 shall be consulted with respect to the formulation, development and implementation of labor relations
25 matters and practices which are within the authority of the District.
26

27 **Section 4.3. Employee Discipline.**

28 The Union shall promptly be notified by the District of grievances brought by or disciplinary actions
29 against any employee. The Union is entitled to have a representative(s) present at hearings conducted by
30 any District official or body arising out of any grievance or discipline and to make known the Union’s
31 views concerning the case. Bargaining unit employees may refuse Union representation.
32

33 **Section 4.4. Association Leave and Release Time.**

34 The Union reserves and retains the right to delegate any right or duty contained herein to the professional
35 staff of the Public School Employees of Washington/SEIU Local 1948.
36

37 **Section 4.4.1. No Loss of Pay.**

38 Classified employees who are duly authorized by the Association and who are mutually
39 scheduled by the parties to participate during working hours in negotiations, grievance
40 proceedings, conferences, or other meetings relating to matters between the District and the
41 Association, and approved by the superintendent, shall suffer no loss of pay for attendance at
42 said meetings.
43

44 **Section 4.4.2. President or Designee Release Time.**

45 Release time shall be granted to the Association President or his/her designees to carry out the
46 duties of his/her office. The total amount of release time will be a maximum of ten (10) days a
47 year. Substitute cost shall be reimbursed by the Association.



1
2 **Section 4.4.3. State PSE Employee Release Time.**

3 Release time for Quincy PSE members requested by the Public School Employees of
4 Washington/SEIU Local 1948 State organization may be granted to the employee. All costs
5 associated with the employee's absence will be reimbursed by PSE of Washington. Request
6 for release time will be handled through the superintendent.
7

8 **Section 4.5. Member Information.**

9 During the term of this Agreement, the District shall provide Public School Employees of Washington
10 with the name, address, phone number, position and location, hours per day, days per year, hire date, and
11 rate of pay of each employee, upon request. The District shall send to the Chapter President or his/her
12 designee, the monthly school board personnel reports.
13

14 **Section 4.5.1. Union Access to New Employees.**

15 Each employee hired during the term of this agreement will be provided access to an electronic
16 copy of this agreement by the Union and specifically apprised of the Union security provisions
17 contained herein. The District will provide the Union reasonable access to new employees for
18 the purpose of presenting information about their exclusive bargaining representative. This
19 thirty (3) minute meeting may occur at the new hire's discretion during the new hire's work
20 time within ninety (90) days of their hire date.
21

22 **Section 4.5.2. Work Assignment Requests.**

23 The names, work assignments, work locations and days worked by temporary employees, (as
24 defined in Section 9.11.1. and Section 10.7.) shall be provided to the Union, upon request.
25

26 **Section 4.6. Use of District Facilities.**

27 The Association representatives and members shall have the right to use District buildings for
28 Association business provided such use does not conflict with other building uses. The Association will
29 follow established rules and guidelines. The Association may use the District's audiovisual equipment,
30 duplicating or photocopying equipment, District email and other equipment for official Association
31 business provided such usage does not interfere with the normal operation of the District. The use of
32 duplicating or photocopying equipment will be limited to the Association President only and the
33 Association will pay two cents (\$0.02) per copy to the District. It is also acknowledged that email
34 communication does not include a right of privacy. The Association shall have the right to use District
35 mail service and staff mailboxes for official PSE chapter communication.
36

37 All equipment purchased using school District funds, including small/attractive items such as computers,
38 printers, projectors, video cassette recorders, tools, PDA's, cameras, etc. are the sole property of the
39 Quincy School District regardless of funding source.
40

41 **Section 4.7. Bulletin Boards.**

42 The District shall provide a bulletin board space at each work site for the use of the Association. The
43 Association shall have the right to post notices of activities and matters of Association concern on these
44 bulletin boards. The bulletins posted by the Association are the responsibility of the officials of the
45 Association.
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ARTICLE V

APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION

Section 5.1. Negotiate in Good Faith.

The parties agree that it has been and will continue to be in their mutual interest and purposes to promote systematic and effective employee-management cooperation; to confer and negotiate in good faith, with respect to grievance procedures and collective negotiations on personnel matters, including wages, hours and working conditions; promote effective methods for prompt adjustment of differences; and to promote full and reasonable employee participation in such personnel areas as are within the jurisdiction of the employer.

Section 5.2. Right to Discuss.

It is further agreed and understood that the District will consult with the Association at the Association's request and discuss any changes made by the District that directly affects members of the Association.

Section 5.3. Working Conditions.

It is further recognized that this Agreement does not alter the responsibility of either party to meet with the other party to advise, discuss or consult regarding matters concerning working conditions not covered by this Agreement.

Section 5.4. Workload.

The Association will, from time to time, as appropriate, be advised of current and predicted workload information.

ARTICLE VI

ASSOCIATION REPRESENTATION

Section 6.1. Labor/Management Meetings.

Three (3) people appointed by the Association will meet with the Superintendent and/or his designated representative to discuss appropriate matters, monthly, or as needed. Dates will be set by the local President and the Superintendent in September of each year. All such meetings shall be conducted in accordance with a written agenda which will be exchanged one (1) week prior to the meeting.

ARTICLE VII

HOURS OF WORK AND OVERTIME

Section 7.1. Work Week.

The normal workweek shall consist of five (5) consecutive workdays, Monday through Friday, followed by two (2) consecutive days of rest, Saturday and Sunday; provided, however, the District may assign an employee to a workweek of any five (5) consecutive days, which are followed by two (2) consecutive



1 days of rest. The District may implement a non-normal schedule by mutual agreement. The District will
2 provide professional development and/or written directions electronically to all employees regarding how
3 to find pay information through the online payroll system.

4
5 **Section 7.1.1. Alternate Work Schedule.**

6 A four (4) day, ten (10) hour per day workweek may be permitted, at the request of the
7 employee, during spring break (provided there are five [5] consecutive non-school days) and
8 summer break for maintenance, mechanics, custodial services and grounds. Summer shall be
9 defined as the period of time beginning the first Monday after the last day of school and ending
10 one (1) week prior to the first day of school.

11
12 **Section 7.2. Change of Regular Shift Workweek.**

13 Each employee shall be assigned to a definite and regular shift and workweek. Employees shall not have
14 their shift changed without prior notice to the employee of two (2) calendar weeks unless the change is
15 mutually agreed between the supervisor and the employee.

16
17 **Section 7.3. Filling in for Another Employee.**

18 Employees selected by their immediate supervisor to work a shift within the same or a different
19 classification that is regularly filled by a higher classification employee for a period of five (5)
20 consecutive days, or more, shall receive compensation equal to that normally received by the employee
21 in the higher classification retroactive for the entire period.

22
23 **Section 7.4. Custodians.**

24
25 **Section 7.4.1. Plan B.**

26 Where possible, during the regular school year, it is the intent of the District to drop plan “B” and
27 provide a substitute on the first day when a custodian is absent. (Plan “B” is when a substitute
28 custodian cannot be found, and the District instructs other custodians to do a “quick cleaning”
29 and cover two areas.)

30
31 **Section 7.4.2. Day Custodian Replacement.**

32 Whenever a day shift custodian is absent from work, the senior night shift custodian within the
33 same building shall be given the first opportunity at filling the day shift position.

34
35 **Section 7.4.3. Custodial Shift Differential.**

36 The standard shift for day or evening custodians shall consist of eight (8) hours of work, for
37 eight (8) hours of compensation. Custodians working the evening shift shall receive an
38 additional twenty-five cents (\$0.25) per hour as a shift differential.

39
40 **Section 7.5. Filled Job Assignments.**

41 Only employees within the bargaining unit will be used to fulfill currently filled job assignments for
42 which compensation is paid within their respective job classifications unless no qualified employee is
43 available. (Volunteer activities are specifically excluded)

44
45 **Section 7.6. Work Shifts.**

46 The District shall establish work shifts with the designated times of beginning and ending. No employee
47 shall be required to work more than five (5) hours without a thirty (30) minute duty-free unpaid lunch
48 period. Employees shall be allowed a rest period of not less than fifteen (15) minutes, on the employer’s

1 time for time worked as outlined in the table below. Rest periods shall be scheduled as near the midpoint
2 of the work period as possible. (WAC 296-126-092).

3			
4	7–10 hour work shift	(1) – thirty (30) minute lunch break	(2) - fifteen (15) minute rest breaks
5	5–6 ¾ hour work shift	(1) – thirty (30) minute lunch break	(1) - fifteen (15) minute rest break
6	3–4 ¾ hour work shift	no lunch break	(1) – fifteen (15) minute rest break

7
8 *Less than three (3) hour work shift no lunch break no rest break

9
10 *If employees need a short rest period during this group of shifts, due to the nature of the job
11 responsibility, it is to be worked out with their respective supervisor.

12 **Section 7.7. Working Through Lunch.**

13 Employees required to work through their regular lunch period will be given time to eat within their
14 work shift as mutually agreed upon between the employee and their supervisor. In the event an
15 employee is required to forego their lunch period and work an entire shift, including the lunch period, he
16 shall be entitled to receive overtime pay or compensatory time within the same workweek, at the request
17 of the employee. Compensatory time must be agreed upon between the employee and the supervisor.

18 **Section 7.8. Overtime.**

19 All hours worked more than forty (40) hours per week, shall be compensated at the rate of one and one-
20 half (1½) times the employee’s regular hourly pay. Employees called for special services shall receive
21 no less than two (2) hours pay per call. District paid holidays and jury duty will be considered time
22 worked. Vacation, sick leave, and compensatory time will not be used in the calculation of overtime.

23 **Section 7.9. Inclement Weather Delayed Start or School Closure.**

24 In the event of an unusual school closure due to inclement weather, plant in-operation, or the like, the
25 District will make every effort to notify each employee to refrain from coming to work. Notification shall
26 at a minimum be made by radio and/or television broadcast. Employees reporting to work shall receive a
27 minimum of two (2) hours pay at their regular rate in the event of such closure; provided, however, no
28 employee shall be entitled to any such compensation in the event of actual notification by the District of
29 the closure prior to leaving home for work. If school is closed due to inclement weather, the
30 classification or job titles of maintenance, mechanics, custodians, and grounds must report to work. If
31 however, an employee feels they cannot report to work, the time will be charged to personal leave,
32 vacation or it will be a day without pay. See Administrative Procedure for Emergency School
33 Closures/Delays Policy (qsd.wednet.edu).

34 **Section 7.9.1. Lost Time Due to School Closure or Delay.**

35 Employees shall have the opportunity to make up time lost due to school closure or delay start
36 due to inclement weather, plant in-operation, or the like. Employees have the option to make-up
37 time lost, receive pay by using personal or vacation days, or not make-up the time and take a pay
38 deduct.

39 **Section 7.10. Para Educator Extra Day of Work.**

40 **Section 7.10.1. Working Before and End of New School Year.**

41 At the request of their Principal, Para Educators shall work a day prior to the in-service day at
42 the beginning of the school year and a full shift on the last day of the school year.

1 **Section 7.10.2. Employee Orientation.**

2 New Para Educators shall participate in the District’s paid new employee orientation. At the
3 discretion of the Special Education Director, and if applicable to the position, Special
4 Education Para Educators will be provided Right Response Training.
5

6 **Section 7.10.2.1. Para Educators Support for Students with Special Needs.**

7 A Para Educator II regularly assigned to assist with student’s personal needs (including
8 but not limited to: toileting, diaper changing, bathing, catheterization, feeding, etc.) shall
9 receive an extra forty cents (\$0.40) per hour during the time such student needs are served
10 by the para educator. Upon completion of the assignment, the Para Educator II will
11 receive a written notice that the assignment has ended, and the extra hourly pay will cease.
12 The Para Educator II shall receive the additional forty cents (\$0.40) per hour for all hours
13 worked per day.
14

15 **Section 7.10.3. Transition Time.**

16 The District recognizes that Para Educators have numerous duties and will discuss schedules
17 with direct supervisors (Principals) to avoid timeline conflicts while in transit to other duties.
18 Each Para Educators workday schedule shall be set by the Building Principal.
19

20 **Section 7.11. Transportation.**

21 **Section 7.11.1. Routes.**

22 A “Route” is defined as any number of “segments” that are packaged together to make up a
23 driver’s daily assignment. “Segments” are defined as individual assignments during the day,
24 such as the AM run bringing students to school, the PM run taking students home, shuttles
25 between schools, etc. For the purpose of this section “segments” and “runs” are synonymous.
26
27

28 Drivers shall be guaranteed a route that is a minimum of five (5) hours per day, which shall
29 include four (4) hours and fifteen (15) minutes of segment time per day and forty-five (45)
30 minutes per day to clean, wash, fuel, pre-trip, attend brief meetings, and for winter conditions.
31 The Transportation Director may determine that due to time, weather, or other conditions a
32 driver may need to complete an additional pre and /or post trip inspection. In such cases, the
33 driver will timesheet the extra time.
34

35 Drivers reporting for mid-day routes may be allowed to timesheet pre and post trip inspection
36 and preparation if the Transportation Director determines that it is a separate segment. No
37 driver’s route shall exceed eight (8) hours per day total. The Transportation Supervisor shall
38 offer new segments to drivers not fulfilling their four (4) hours and fifteen (15) minutes first. If
39 all drivers are at the mandatory four (4) hours and fifteen (15) minutes, the seniority system
40 will be followed.
41

42 If a driver’s total segment time does not fulfill four (4) hours and fifteen (15) minutes, the
43 driver will have the option of signing up for other transportation related duties or additional
44 segments if available. Such additional duties may include, cleaning, washing, and fueling of
45 buses and cars and/or office support duties. Any driver who does not have four (4) hours and
46 fifteen (15) minutes of segment time and chooses not to complete other transportation



1 department duties or accept additional segments will not be subject to the “five (5) hour
2 minimum” clause of this section.
3

4 **Section 7.11.2. Daily Shuttle Runs.**

5 The Quincy School District will have the option to hire up to four (4) shuttle drivers for a
6 period of up to three (3) hours per day. Shuttle drivers will be allowed to exercise seniority
7 rights, including but not limited to open routes. However, shuttle drivers will not be placed on
8 the rotating trip board, except as provided below.
9

10 **Section 7.11.2.1. Temporary Routes.**

11 If all drivers have the option of adding a temporary segment to their current route based
12 on seniority, or if there is no way to reasonably add another segment to an existing
13 route, the District may hire a driver for a single segment route on a temporary basis.
14 Such route may only exist for the remainder of the year or until no longer needed. Such
15 routes will not be subject to the five (5) hour minimum in Section 7.11.1.
16

17 **Section 7.11.3. Extra Trips.**

18 **Section 7.11.3.1. Extra Trips.**

19 Any and all trips other than regular daily scheduled bus runs are considered extra trips
20 and shall be compensated at the driver’s hourly rate to include longevity for the duration
21 of the trip. Provided, however, all hours in excess of forty (40) hours in one (1) week
22 shall be paid at the overtime rates on the applicable rate at the time the overtime occurs.
23 Only drivers with regular routes shall be eligible for extra trips. Shuttle drivers shall be
24 used for extra trips only when regular drivers are not available, and after the first
25 overtime rotation has occurred. If no regular or shuttle drivers are available for trips,
26 then substitute drivers may be used.
27

28 **Section 7.11.3.2. Eligibility.**

29 Newly hired drivers that have been hired for a route will not be eligible to drive extra
30 trips for one hundred-twenty (120) workdays. Once the one hundred twenty (120) day
31 probationary period is complete, the experienced bus driver that has driven a school bus
32 within the last two (2) years for a minimum of one (1) year may sign up for trips with
33 the approval of the Director of Transportation.
34

35 **Section 7.11.3.3. Extra Trip Board.**

36 Extra trips shall be assigned to eligible drivers, by seniority, by the transportation
37 supervisor, in accordance with a weekly rotating roster, at the beginning of the school
38 week. Extra trips will be assigned according to seniority on a weekly basis, assigning
39 one (1) trip at a time per driver before beginning another rotation. The rotation will
40 begin anew with the most senior driver at the beginning of each posting period. Drivers
41 should not exceed, to the greatest extent possible, forty (40) hours in any given week,
42 including hours worked in the transportation department and other District positions
43 outside the transportation department. Drivers taking their name off an assigned trip
44 will forfeit eligibility during the next rotation. Drivers who take a trip knowing it will
45 put them into overtime, during the non-overtime trip rotation, will lose that trip and
46 forfeit eligibility for the next rotation.
47
48

1 **Section 7.11.3.4. Posting of Extra Trips.**

2 Extra trips shall be posted for consideration as soon as available, where possible.
3 Postings shall include date of trip, time of departure, origin and destination, and type of
4 activity. The Transportation Supervisor may informally post trips prior to a formal bid
5 posting taking place. Sign up for the trips shall take place immediately upon the formal
6 bid posting. Any driver holding up the board will be bypassed by the transportation
7 supervisor unless they can show good cause for not signing as per language in Section
8 7.11.3.5. B.

9
10 **Section 7.11.3.5. Regular Extra Trip Rules.**

- 11 A. **No Trip Exchange** - Drivers will not be allowed to exchange trips with other
12 drivers or jump to other trips out of the weekly trip posting rotation. The
13 transportation supervisor may change assignments under unusual circumstances.
14 The extra trip board will begin with the most senior driver at the beginning of each
15 trip posting period.
- 16
- 17 B. **Trip Board Assignment** - Trip signing is at 8:20 AM, Friday, or the last working
18 day of the week. The Transportation Supervisor or his/her designee will supervise
19 the trip assignments. All those wanting trips must be present in the driver's room
20 unless on school district assignment. Trip drivers that are not present but are on
21 school district assignment may turn in a Trip Assignment Sheet to the
22 Transportation Supervisor or designee to assign trips for the absent driver. School
23 district assignment is defined as a trip, meeting with school officials, on route, or
24 drug testing. Cleaning, fueling, and/or washing buses are not considered school
25 business, for purposes of trip assignment(s.)
- 26
- 27 C. **Late Trips** - Late Trips are those trip requests that become available during the
28 same seven-day period, but after the Friday morning assignment process is
29 completed. Assignment of Late Trips will be conducted as follows:
- 30 1. The late trip will be offered to the most senior driver, provided the trip will
31 not cause the employee to go into overtime status for that week with the
32 exception of the Trip Board going into overtime. If this happens, the late
33 trip will be offered to drivers based on seniority until drilled.
 - 34 2. If the senior drivers (based on seniority) are already scheduled for a trip at
35 the same time, they may switch to the Late Trip if the Late Trip adds at
36 least two (2) hours of additional time.
 - 37 3. Any trip left vacant due to a senior driver switching to a Late Trip will be
38 assigned to the next available driver on the seniority list, starting with the
39 most senior driver without a trip.
 - 40 4. This does not include "Emergency Trips" which have a leave time four (4)
41 hours or less from the time they become known to the Transportation
42 Supervisor., These trips are described in "F" below.
 - 43 5. This does not apply to "placeholder" trips for anticipated playoff games or
44 contests. Such trips are not subject to switches or overtime limitations
45 because of the difficulty predicting sites, hours, and length of these trips.
 - 46
 - 47

- 1 D. **Cancelled Trips** - If a driver is notified of a District cancellation less than four (4)
2 hours prior to departure, the driver will receive a 2-hour call out.
3
- 4 E. **Rescheduled Trips** - If a trip has been rescheduled for any reason, and the
5 rescheduled trip falls on a day that the driver has been assigned another trip, the
6 drivers can chose which trip he/she wants as long as they do not go into overtime.
7 All eligible drivers will have the opportunity to fill a forty (40) hour work week
8 prior to moving to the overtime board. This rotation will begin anew each week
9 with the most senior driver.
10
- 11 F. **Emergency Late Trips** - An emergency late trip is defined as a trip being posted
12 and leaving within four (4) hours or less. The Transportation Supervisor has the
13 discretion to assign an emergency late trip in the most efficient manner available
14 at the time and will attempt to give preference to the most senior driver when
15 possible.
16
- 17 G. **Driver Pre-Arranged Absence** - Drivers who have pre-arranged an absence with
18 the Transportation Director the day before or the day of an extra trip assignment
19 may still take their awarded trip. If the absence has not been prearranged, the
20 Transportation Director will assign the trip according to the “Emergency Late
21 Trips” procedure in ‘F’ above.
22

23 **Section 7.11.3.6. Overtime Extra Trips.**

24 Drivers shall not be considered eligible for extra trips if the extra trip would require the
25 District to pay overtime. If overtime is unavoidable, these overtime trips shall be
26 awarded in weekly rotation on a separate overtime rotation board.
27

28 **Section 7.11.3.7. Overnight Trips.**

29 Drivers shall be paid their regular hourly rate for all time during the driver’s normal
30 workday. Any on-duty-time outside the driver’s normal workday shall be reimbursed at
31 the extra trip rate or one and one-half (1½) the extra trip rate, for any on-duty-time over
32 forty (40) hours in that week. The District shall furnish the driver a separate room,
33 where possible, and meals. There shall be no pay for off duty or sleeping time outside
34 the normal workday. Drivers shall be guaranteed eight (8) consecutive hours off duty
35 rest time between night duty and their first assignment the next day, when on overnight
36 trips.
37

38 **Section 7.11.3.8. Bus Mechanics Split Shift.**

39 If a Bus Mechanic is asked to do a split shift due to another Mechanic’s absence, and if
40 the Mechanic’s absence exceeds seven (7) consecutive working days, a sub will be
41 called in to fill the position until the Mechanic on leave returns to work, provided, an
42 adequately trained substitute Mechanic is available. If no adequately trained substitute
43 is available, and the mechanic continues doing a split shift after seven (7) consecutive
44 workdays the Mechanic with split shift will receive an additional fifty cents (\$0.50) per
45 hour starting on the eighth (8th) day. This increase will be retroactive to the start of the
46 split shift. This extra pay will continue until the other Mechanic returns or an adequate
47 substitute becomes available. The Mechanic assigned to the split shift will return to
48 their regular schedule.

1 **Section 7.11.4. Bus Driver Aide.**

2 Bus Driver Aide will be provided Right Response Training.

3
4 **Section 7.11.5. Use of District Vehicles.**

5 The district may use a non-school bus district vehicle for student(s) transportation at any time
6 provided only school staff, coaches and/or person who are officers of the district
7 (administrators, school board members) can drive school vehicles. Activities involving more
8 than nineteen (19) students will be transported by school bus unless the Superintendent
9 specifically approves and exception due to extenuating circumstances.

10
11 **Section 7.11.6. Lead Mechanic.**

12 The Lead Mechanic position is required to have all appropriate ASE Certifications (regular and
13 advanced) related to school buses as a condition of employment. Any candidate selected for
14 the position who does not have these certifications will have two years to obtain and maintain
15 the required certifications. The District will pay the cost of initial testing (not retests). Failure
16 to obtain or maintain these certifications will be cause for dismissal. Regular bus mechanics
17 are not required to have these certifications but may choose to earn them on their own. With
18 prior approval, the District will pay the cost of testing for regular mechanic

19
20 **Section 7.12. Food Service.**

21
22 **Section 7.12.1. Catering.**

23 All food service personnel asked to do catering duties outside their regular workday will be
24 paid on an extra duty time sheet at their regular pay.

25
26 **Section 7.13. Summer School.**

27 Open positions during summer school will first be offered to regular employees in each applicable
28 classification unit and will be awarded based on established seniority in each classification. Employees
29 working in their same job classification will retain their longevity step that was paid during the school
30 year. Employees working in a different job classification from their school year assignment will not
31 retain any longevity step increases. (for the purposes of this section only, Paraeducators, Librarians, and
32 Specialists will be considered one classification.) All positions will be paid at the rate for the position
33 being filled.

34
35 **Section 7.14. District's Substitute Pool.**

36 A regular employee of the District may elect to be in the District's substitute pool in classifications for
37 which he/she is qualified. An Employee may accept substitute assignments that do not interfere with
38 the performance of his/her permanent position. Fulfilling the permanent position is the employee's
39 primary responsibility and takes precedence over accepting a substitute assignment. An employee who
40 accepts a substitute assignment in or out of his/her General Job Classification that is regularly filled by
41 a higher classification employee for a period of five (5) consecutive days, or more, shall receive
42 compensation equal to that normally received by the employee in the higher classification retroactive
43 for the entire period. A regular employee who accepts a substitute assignment out of his/her General
44 Job Classification shall receive the Schedule A Step 1 rate of pay for that position.

45
46 **Section 7.15. Medical Flex Time.**

47 The District understands the difficulty employees occasionally have in scheduling medical
48 appointments with the out-of-town providers. Supervisors will work with employees to flex up to one

1 hour during the day for employees to arrive late or leave early for health care appointments for
2 themselves or their dependents. Provided, the time lost will not be during any part of the employee's
3 day when they are assigned to work with, supervise, or assist students. Flex time will be made up at a
4 mutually agreed time, in advance, between the employee and supervisor.
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8 ARTICLE VIII

9 HOLIDAYS AND VACATIONS

10 **Section 8.1. Twelve (12) Month Employee Holidays.**

11 Twelve (12) month employees shall receive the following paid holidays:

- | | |
|-------------------------------------|------------------------------|
| 12 1. New Year's Day | 7. Veterans' Day |
| 13 2. Martin Luther King's Birthday | 8. Thanksgiving Day |
| 14 3. President's Day | 9. Day after Thanksgiving |
| 15 4. Memorial Day | 10. Day before Christmas Day |
| 16 5. Independence Day | 11. Christmas Day |
| 17 6. Labor Day | 12. New Year's Eve |

18 **Section 8.1.1. Worked Holidays.**

19 Employees who are required to work on the above-described holidays shall receive twice the
20 hourly rate for all hours worked on such holiday.
21

22 **Section 8.2. Holidays that Fall on a Weekend.**

23 If a paid holiday falls on Saturday, the preceding Friday shall be given as the paid holiday. If a paid
24 holiday falls on a Sunday, the following Monday shall be given as the paid holiday.
25

26 **Section 8.3. Less than Twelve (12) Month Employee Holidays.**

27 Employees working less than twelve (12) months shall receive the following paid holidays:

- | | |
|-------------------------------------|---------------------------|
| 28 1. New Year's Day | 6. Veterans' Day |
| 29 2. Martin Luther King's Birthday | 7. Thanksgiving Day |
| 30 3. President's Day | 8. Day after Thanksgiving |
| 31 4. Memorial Day | 9. Day before Christmas |
| 32 5. Labor Day | 10. Christmas Day |

33 **Section 8.4. Un-Worked Holidays.**

34 Eligible employees shall receive pay equal to their normal work shift at their base rate in effect at the
35 time the holiday occurs.
36

37 **Section 8.5. Vacations.**

38 All twelve (12) month employees subject to this Agreement shall be credited with hours of vacation
39 credit, based on the twelve (12) months worked prior to their anniversary dates. Such vacation credit
40 shall be earned, vested, and used as designated in this Article.
41
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47

1 **Section 8.6. Vacation Credits.**

2 The vacation credit to which an employee shall be entitled shall be computed as follows:

3
4 Upon completion of one (1) year of service, each twelve (12) month employees shall be
5 granted ten (10) days paid vacation.

6
7 Upon completion of five (5) years of service, each twelve (12) month employees shall be
8 granted fifteen (15) days paid vacation.

9
10 Upon completion of fifteen (15) years of service, each twelve (12) month employees shall
11 receive one additional day of vacation for each year of service up to a maximum of twenty
12 (20) days total.

13
14 **Section 8.6.1. Employees who Resign or Retire.**

15 Employees who resign or retire before their annual accrual date shall be credited with vacation
16 benefits prorated on hours worked since their last accrual date.

17
18 **Section 8.7. Vacation Eligibility.**

19 Eligibility for use of vacation credit for twelve (12) month employees shall be determined as follows:

- 20
21 A. An employee becomes eligible to use his vacation credit after reaching his first eligibility date.
22
23 B. The eligibility date of an employee newly hired shall occur on the anniversary date of his
24 employment; provided, however, that employees shall be eligible for benefits accruing during the
25 first year prorated to the next September 1.

26
27 **Section 8.8. Layoff and Leave of Absence Eligibility.**

28 Time on layoff and time on authorized leave of absence will be counted as continuous service for the
29 purpose of establishing and retaining eligibility dates.

30
31 **Section 8.9. Carryover of Vacation.**

32 Any vacation days currently due, but unused by the new accrual date each year may be carried over for
33 one (1) year following the new accrual date with the approval of the immediate supervisor and
34 administration. The total of the current year accrued plus any carryover balance from the previous year
35 may not exceed more than two hundred forty (240) hours at any time.

36
37 No vacation may be carried over for more than one (1) year beyond the date on which it became due;
38 provided, however, no employee shall be denied accrued vacation benefits due to District employment
39 needs.

40
41 **Section 8.10. Scheduling of Vacation.**

42 It is agreed that vacations shall be scheduled at the request of the employee unless such vacation would
43 disrupt the normal activities of the School District. Twelve (12) month employees may be allowed to
44 take vacation during the school year as well as during the summer with the Superintendent's approval.
45 Vacation selection shall be made on a seniority basis as long as the requests have been submitted forty-
46 five (45) calendar days in advance. If requests are not submitted at least forty-five (45) calendar days
47 in advance, requests shall be granted on a first come, first served basis.

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ARTICLE IX

LEAVES

Section 9.1. Leave for Illness, Injury and Emergency.

Each employee shall accumulate one (1) day of sick leave for each calendar month worked; provided, however, that each employee who works the normal school year shall earn a minimum of ten (10) days sick leave per year. An employee who works eleven (11) workdays in any calendar month will be given credit for the full calendar month. Sick leave shall be vested when earned and may be accumulated to the number of annual contracted days worked by the employee. The District shall project the number of annual days of sick leave at the beginning of the school year according to the estimated calendar months the employee is to work during that year. The employee shall be entitled to the projected number of days of sick leave at the beginning of the school year. Sick leave benefits shall be paid on the basis of regular hourly rate applicable to all hours worked per day; provided, however, that should an employee's normal daily work shift increase or decrease subsequent to an accumulation of days of sick leave, sick leave benefits will be paid in accordance with the employee's normal daily work shift at the time the sick leave is taken, and the accumulated benefits will be expended on an hourly rather than a daily basis.

Should an employee use sick leave beyond the number of days earned or accumulated, and then leave the District employ, the cost of said days taken which were paid to the employee shall be deducted from the employee's final check. Employees may be required to furnish verification from a health care professional after five (5) consecutive days absence or five (5) individual absences in any month. Employees may be required to furnish a doctor's certificate verifying appointment(s) anytime sick leave is requested due to doctor's appointment.

Section 9.1.1. Family Illness.

The District shall grant an employee use of accrued sick leave to care for their immediate family. Immediate family shall be defined as: spouse, parent, child, grandchild, grandparent, sibling, niece, nephew, aunt or uncle, or those of the employee's spouse, marriage partners of the employee's children, parents, siblings, grandchildren or grandparents, any person living in the same household as the employee, or any dependent of the employee. The District may require verification from a health care professional after five (5) consecutive days absence or five (5) individual absences in any month. Employees may be required to furnish a doctor's certificate verifying appointment(s) anytime sick leave is requested due to a child's doctor's appointment.

Section 9.1.2. Transfer of Sick Leave.

Accumulated sick leave can be transferred within the state as provided by law, RCW 28A.400.300.

Section 9.1.3. Workman's Compensation.

Any employee injured on the job and receiving Workman's Compensation shall be insured for that portion of the employee's base daily salary not compensated by Workman's Compensation. Benefits shall be augmented from sick leave benefits to equal the employee's base daily salary; provided, however, the combination of Workman's Compensation and sick leave benefits shall not exceed the employee's base daily salary.



1 **Section 9.1.4. Sick Leave Incentive Attendance Program.**

2 In January of the year following any year at which a maximum of sixty (60) days of leave for
3 illness or injury is accrued, and each January thereafter, any eligible employee may exercise an
4 option to receive remuneration for unused leave for illness or injury in excess of sixty (60) days
5 accumulated leave at a rate of one (1) day's monetary compensation for each four (4) days of
6 accrued leave for illness or injury, which days shall be deducted from accrued leave time. At
7 the time of separation from school District employment due to retirement or death, an eligible
8 employee or employee's estate shall receive remuneration at a rate equal to one (1) day's
9 monetary compensation for each four (4) days of accrued leave for illness or injury, not to
10 exceed one hundred eighty (180) days. All cash-out remuneration shall be at the employee's
11 current salary rate.

12 **Section 9.1.5. Conversion of Illness Leave upon Retirement or Death.**

13 **A. Eligible Employees.**

14 Each employee who subsequently terminates employment may personally, or through his or
15 her estate in the event of death, elect to convert all eligible, accumulated, unused illness
16 leave days to monetary compensation as provided in this section.

17
18 For the purposes of this section, an eligible employee shall be defined as:

- 19 1. Employees who separate from employment due to retirement or death.
- 20 2. Employees who separate from employment and who are at least age fifty-five (55)
21 and have at least ten (10) years of service in SERS 3.
- 22 3. Employees who separate from employment and who are at least fifty-five (55) and
23 have at least fifteen (15) years of service in SERS 2.

24
25 **B. Eligible Illness Leave Days.**

26 All unused illness leave days that have been accumulated by an eligible employee at a rate
27 of accumulation no greater than one (1) full day per month of employment as provided
28 elsewhere in this Agreement (a maximum of twelve (12) days per year), less illness leave
29 days previously converted, and those credited as service rendered for retirement purposes,
30 may be converted to monetary compensation upon the employee's termination of
31 employment due to retirement or death.

32
33 **C. Rate of Conversion.**

34 Illness leave days that are eligible for conversion shall be converted to monetary
35 compensation at the rate of twenty-five percent (25%) of an employee's full-time daily rate
36 of compensation at the time of termination of employment for each full day of eligible
37 illness leave, to a maximum of one hundred eighty (180) days. Partial days of eligible
38 illness leave shall be converted on a pro-rata basis.

39
40 All illness leave days converted pursuant to this section shall be deducted from an employee's
41 accumulated sick leave balance.

42
43 Compensation received pursuant to this section shall not be included for the purpose of
44 computing a retirement allowance under the Public Employees' Retirement System.

1 **Section 9.1.6. Sick Leave Sharing.**

2 A. **Right to Donate.**

3 Employees may donate sick leave to come to the aid of another school District employee
4 who is suffering from an extraordinary or severe illness, injury, impairment or physical or
5 mental condition which causes or is likely to cause the employee to take leave without pay
6 or terminate his or her employment.
7

8 B. **Minimum Accumulation.**

9 An employee who has an accrued sick leave balance of more than sixty days (60) days may
10 donate such leave.
11

12 C. **Limits.**

13 Employees cannot donate sick leave days that would result in their sick leave account going
14 below sixty (60) days.
15

16 D. **Status of Leave Employees.**

17 While an employee is on leave under this section, he or she shall be classified as an
18 employee and shall receive the same treatment in respect to salary, wages, and employee
19 benefits as the employee would normally receive if using accrued sick leave. Payment of
20 sick leave shall be in accordance with state statutes, rules, and regulations.
21

22 **Section 9.2. Family Emergency Leave.**

23 **Section 9.2.1. Family Emergency Leave.**

24 The District shall grant an employee's use of accrued sick leave for family emergency leaves
25 that are beyond the seven (7) days provided in this section and that are specifically outlined by
26 Board policy. For reasons of serious accident or serious illness in the immediate family, each
27 employee shall be granted a maximum of seven (7) days leave each school year during which
28 no deduction shall be made.
29

30 A. Immediate family shall be defined as:

31 1. In the event of serious illness or serious accident, as brother, sister, parent, spouse,
32 son, daughter, mother-in-law, father-in-law or any dependent of the employee.

33 B. Serious accidents and serious illness shall be defined as those which require
34 hospitalization or the doctor's certification that the presence of the employee is
35 necessary.
36

37 **Section 9.2.2. Bereavement Leave.**

38 For reason of death in the immediate family, each employee shall be granted five (5) days
39 maximum leave for each death during which no deductions from sick leave shall be made. In
40 case of multiple deaths, the leave would run concurrently.
41

42 Immediate family for the purpose of this section shall mean spouse, parent, child, sibling,
43 grandchild, grandparent, niece, nephew, aunt, uncle, mother-in-law, father-in-law, sister-in-law,
44 brother-in-law, son-in-law, daughter-in-law, step-parent, step-children, foster parents, marriage
45 partners of the employee's children, parents, siblings, or those of the employee's spouse or any
46 person living in the same household and is a dependent of the employee.
47

48 One (1) day of bereavement leave is available for the death of anyone not listed above. To be
49 deducted from accumulated sick leave.



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Section 9.3. Emergency Leave.

Each employee shall be entitled to one (1) day emergency leave paid per year with approval of the supervisor or Superintendent. This day is neither sick leave nor bereavement leave and is noncumulative. Additional emergency leave may be taken due to a problem that has been suddenly precipitated or was unplanned or where preplanning could not relieve the necessity for the employee’s absence. Such additional leave shall be deducted from sick leave.

Section 9.4. Emergency Leave Restrictions.

A leave not specifically defined by District policy or this Agreement shall be of an emergency nature and will be restricted to five (5) consecutive workdays unless an extension is granted by the Superintendent.

Section 9.5. Less than One-Half Day.

If less than one-half (½) day is granted for leave, it is up to the discretion of the supervisor to determine if a deduction shall be made.

Section 9.6. Maternity Leave.

Upon application therefore, the District shall grant maternity leave. Such leave shall commence at such time as the employee, and her medical advisor, deem necessary. Employees granted maternity leave must return to work not later than one (1) year following the granting of the maternity leave. Employees granted maternity leave may, at their option, be allowed compensation for maternity leave in accordance with Section 9.1. above. Before returning to work, the employee must be certified by her physician as ready and able to return.

Section 9.7. Paternity Leave.

A male employee, upon request, may be granted up to five (5) days leave, on or about the date of the birth of his child. Such leave shall be deducted from that accumulated pursuant to Section 9.1 above.

Section 9.7.1. Adoption Leave.

In the event of adoption, use of sick leave may include time for court legal procedures, home study and evaluation, required home visitations by the adoption agent not possible to schedule outside of the regular working hours, and such additional activity as is required to make the immediate inclusion of the adopted child into the employee’s household.

Section 9.8. Personal Leave Days.

All employees shall be entitled to three (3) paid personal leave days (PLD) paid per year. In addition, after the three (3) paid personal days are used, employees will have the option of two (2) additional personal leave days deducted from sick leave per year. If the employee does not have at least four (4) sick leave days available, the employee may not use this option.

Personal leave shall not be taken on the first (1st) or last day of school. No more than three (3) personnel at each job site of the same classification shall be on personal leave on the same day. Personal leave is neither sick leave nor bereavement leave. Personal leave is on a first come first served basis. Notice of intended use shall be given in advance of such leave as soon as reasonably possible. Any paid unused will be cashed out on a 1-1 basis on August 31 and paid in the employee’s September pay warrant.



1 **Section 9.8.1. Longevity Paid Days.**

2 Employees will be rewarded for long-term service.

- 3 • Starting with the employee’s tenth (10th) year in the district through their fourteenth
- 4 (14th) year, they will receive the equivalent of one day of pay in their December pay
- 5 warrant.
- 6
- 7 • Starting with the employee’s fifteenth (15th) year through their nineteenth (19th) year in
- 8 the district and each year thereafter, the employee will receive the equivalent of a total
- 9 of two days of pay in their December pay warrant.
- 10
- 11 • Starting with the employees twentieth (20th) year in the district and each year thereafter,
- 12 the employee will receive the equivalent of a total of three days of pay in their
- 13 December pay warrant.
- 14

15 **Section 9.9. Family and Medical Leave.**

16 Any employee employed for one (1) year shall be eligible for leave benefits as provided in the Family
17 and Medical Leave Act of 1993.

18
19 **Section 9.10. Judicial Leave.**

20 In the event an employee is summoned to serve as a juror, or appear as a witness in court or any other
21 contested proceeding involving the District, or is named as a codefendant with the District, such
22 employee shall receive a normal day’s pay for each day of required presence; provided, however, that
23 any monies received for such service shall follow established Board Policy #5408. Such repayment shall
24 not exceed the employee’s normal daily pay less bona fide expenses. In the event that employee is a
25 party in a court action, such employee may request a leave of absence.

26
27 **Section 9.11. Leave of Absence.**

28 Upon recommendation of the immediate supervisor through administrative channels to the
29 Superintendent, and upon approval of the Board of Directors, an employee may be granted a leave of
30 absence for a period not to exceed one (1) year; provided, however, if such leave is granted due to
31 extended illness, schooling or training, one (1) additional year may be granted. The employee may elect
32 to retain health insurance, provided the employee pays the required premiums.

33
34 Employees must send a letter to the District no later than thirty (30) days prior to scheduled return giving
35 the District notice of intent to return. If no notice is received by that date, the employee shall be
36 considered to have forfeited the right to reemployment. No employee on leave will be allowed to return
37 early without the supervisor’s permission.

38
39 Regular employees shall have the opportunity to fill in for employees on leave of absence using their
40 seniority within their classification(s). This applies to a leave of absence only. The employee must have
41 the skill level to fill-in by seniority.

42
43 **Section 9.11.1. Returning Employee.**

44 The returning employee will be assigned to the position occupied before the leave of absence.
45 Employees hired to replace employees on leave of absence shall be hired for a specific period
46 of time. It shall be the responsibility of the employer to inform replacement employees of these
47 provisions.



1 **Section 9.11.2. Rights While on Leave of Absence.**

2 The employee will retain accrued sick leave, vested vacation rights, and seniority rights while
3 on leave of absence. However, vacation credits, sick leave, and seniority shall not accrue while
4 the employee is on leave of absence.

5
6 **Section 9.11.3. Leaves Submission.**

7 All leaves submitted to the appropriate administrator/supervisor shall be processed in a timely
8 manner.

9
10 **Section 9.11.4. Absent from Position Five (5) Days or More.**

11 Should an employee be absent from their position for five (5) days or more, a qualified
12 employee in the same location will be offered the opportunity to move into the vacated position
13 in order to increase their hours, their wage or gain experience in the vacant
14 position/classification. It is agreed that the employee on leave does not relinquish their position
15 or their right to return to work.

16
17 This assignment shall be for the duration of the absence or until the employee on leave resigns
18 or is otherwise unable to return to their position. At that time, the position will be posted
19 according to the current collective bargaining agreement. Any position which is vacated by the
20 employee who is temporarily filling-in for the absent employee shall be filled by a substitute.

21
22 **Section 9.11.5. Absence Due to Attack or Injury.**

23 Whenever an employee is absent from employment as a result of physical attack or injury
24 sustained in the course of employment, and qualifies for Industrial Accident and Workman's
25 Compensation coverage, the employee may elect to access his or her sick/vacation leave while
26 receiving time loss. The employee also has the option to buy-back his/her sick/vacation leave
27 at the rate of one (1) day of pay for each four (4) days leave pro-rated by FTE.

28
29 **Section 9.12. Attendance Incentive.**

30 Any employee covered by this Agreement that uses zero (0) days of sick leave for illness per year shall
31 be entitled to one (1) additional day of pay based on their regular work shift hours to be paid at the end
32 of the fiscal year.

33
34 **Section 9.13. Paid Family and Medical Leave.**

35 Commencing January 1, 2020, employees shall be eligible to receive Paid Family and Medical Leave
36 (PFML) under the Washington Family and Medical Leave and Insurance Act. To be eligible for this leave,
37 employees must have worked a minimum of eight hundred twenty (820) hours within the past calendar year.
38 Such leave shall be used consecutively with the employee's other leave entitlements unless the employee
39 elects otherwise. Commencing February 1, 2019, the District shall pay their mandated portion of the payroll
40 premium to fund this leave. The District shall use the state insurance as the carrier for PFML to ensure
41 ongoing compliance with the law. When such leave is used for pregnancy/maternity disability, the District
42 shall maintain health insurance benefits during periods of approved PFML.

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ARTICLE X

PROBATION, SENIORITY AND LAYOFF PROCEDURES

Section 10.1. Hire Date.

The seniority of an employee shall be established as of the date on which he/she was hired as a regular employee by the District (hereinafter referred to as "hire date"). Hire date tiebreaker for future employees starting September 1, 1999: (1st) date of application, (2nd) alphabetical last name, (3rd) highest total of the last four (4) numbers of their social security number. Such seniority as a regular employee shall be lost as hereinafter described.

Section 10.1.1. Retire/Rehire.

Employees who return under retire/rehire status will be employed as outlined in board policy. Employees who return are not eligible for seniority benefits or employment renewal. Positions will be posted on an annual basis.

Section 10.2. Probation.

Each newly hired employee shall remain in a probationary status for a period of not more than ninety (90) workdays following the hire date. During this probationary period, no seniority rights regarding shift selection, vacation periods, overtime, assignment, or layoff will apply, and the District may discharge such employee at its discretion. Probation pay will be at one hundred percent (100%) of entry level. After probation, the employee will be subject to all the provisions of the Agreement. Twelve (12) month employees who successfully complete the probationary period will receive vacation credit based on their hire date.

Section 10.3. Loss of Seniority Rights.

The seniority rights of an employee shall be lost for the following reasons:

- A. Resignation.
- B. Discharge for any reason contained in this Agreement.
- C. Retirement.
- D. Change of job classification within the bargaining unit, as hereinafter provided.

Section 10.4. Seniority Rights Not Lost.

Seniority rights shall not be lost for the following reasons, without limitation:

- A. Time lost by reason of industrial accident, industrial illness, or judicial leave.
- B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the United States.
- C. Time spent on other authorized leaves of absence.
- D. Time spent on layoff less than 24 months.

Section 10.5. Effective Date of Seniority Rights.

Seniority rights shall be effective within the general job classification. As used in this agreement, general job classifications are those set forth in Article I, Section 1.2.

Section 10.6. Seniority Rights.

The employee with the earliest hire date shall have preferential rights regarding shift selection, vacation periods, and scheduled overtime. The employee with the earliest hire date shall have preferential rights regarding promotions, assignment to new or open positions, and layoffs when ability and performance



1 are substantially equal with junior employees. If the District determines that seniority rights should not
2 govern because a junior employee possesses ability and performance substantially greater than a senior
3 employee or senior employees, the District shall set forth in writing to the employee or employees and
4 the Association grievance committee chairperson its reasons why the senior employee or employees have
5 been bypassed.

6

7 **Section 10.6.1. Posting of New or Open Positions.**

8 Any position open in any department, shall be publicized on the District website and a mass e-
9 mail will be sent to every employee so that interested employees may be reasonably informed
10 of the vacancy.

11

12 **Section 10.6.1.1. Job Postings During the Summer.**

13 Any employee wishing to receive job postings through the summer months must notify
14 the District by the end of the school year.

15

16 **Section 10.6.2. Changing Job Classifications.**

17 Any employee who changes positions within their classification shall receive credit for each
18 previous year of service for step placement on the salary schedule.

19

20 **Section 10.6.3. Hourly Rate Changing Job Classifications.**

21 Employees who change job classifications will be placed at the closest hourly rate in the new
22 job classification that would not result in a decrease.

23

24 **Section 10.6.4. Retention of Job Classification Hire Date.**

25 For layoff purposes only, an employee who changes job classification within the bargaining unit
26 shall retain his/her hire date in the previous classification for a period of one (1) year,
27 notwithstanding that he/she has acquired a new classification seniority date.

28

29 **Section 10.7. Temporary Employee.**

30 Vacancies in established regular bargaining unit positions shall not be filled by temporary employee(s)
31 for more than thirty (30) workdays, except as provided in Section 9.11.1. Established bargaining unit
32 positions are those which are not seasonal, filled on an overflow basis, subject to short-term financing, or
33 in a period of reorganization.

34

35 **Section 10.8. Reemployment List.**

36 In the event of layoff, employees so affected are to be placed on a reemployment list maintained by the
37 District according to layoff ranking. Such employees are to have priority in filling an opening in any
38 classification held prior to layoff. Names shall remain on the reemployment list for two (2) years.

39

40 **Section 10.8.1. Bumping Rights.**

41 Whenever a classified employee's position is terminated (program cut) or an employee is laid
42 off, the senior employee shall have the right to "bump" an employee with less seniority within
43 the same job classification, if qualified, according to District determined criteria, even if the
44 junior employee has more hours.

45

46 **Section 10.9. Layoff Status.**

47 Employees on layoff status shall file their addresses in writing with the personnel office of the District
48 and shall thereafter promptly advise the District in writing of any change of address.



1 **Section 10.10. Layoff Status Requirements.**

2 An employee shall forfeit rights to reemployment as provided in Section 10.8. if the employee does not
3 comply with the requirements of section 10.9. or if the employee does not respond to the offer of
4 reemployment within fifteen (15) days after actual receipt.

5
6 **Section 10.11. Rejection of Layoff Status.**

7 An employee on layoff status who rejects an offer of reemployment forfeits seniority and all other
8 accrued benefits; provided that such employee is offered a position substantially similar to that held prior
9 to the layoff.

10
11 **Section 10.12. Seniority Tie.**

12 A drawing shall be done at the time of Board confirmation. The drawing to be done by a neutral party
13 with the District, the Union President, the people that have been hired, and the PSE Union
14 Representative. The Union Representative will do the drawing.

15 An asterisk (*) will go by the names of those that had to draw for seniority and the date that the
16 drawing took place. The process for selection of new or current employees before drawing is as
17 follows:

- 18 A. Worked in District - If two (2) or more, all those that have previously worked in the
19 District, length of time will be the first criteria.
- 20
- 21 B. Subbed in District - If two (2) or more, their names will be placed in a hat for drawing.
- 22
- 23 C. Previous PSE experience in another District (within the State of WA.) - If two (2) or more,
24 all those that have previous PSE experience will be in the drawing to break a tie.
- 25
- 26 D. New Hires - No other experience - Names in hat for drawing.
- 27
- 28
- 29

30 **ARTICLE XI**

31 **DISCIPLINE AND DISCHARGE OF EMPLOYEES**

32
33
34 **Section 11.1. Discharge or Discipline.**

35 The District may discharge or discipline any employee subject to this Agreement for justifiable cause.
36 The issue of justifiable cause shall be resolved in accordance with the Grievance Procedures of this
37 Agreement. If the District has reason to reprimand an employee, it shall be done in a manner that will
38 not embarrass the employee before other employees or the public.

39
40 **Section 11.1.1. Progressive Steps of Discipline.**

41 The progressive steps shall generally be as follows:

- 42 A. Verbal Warning
- 43 B. Written Warning
- 44 C. Short/Long Suspension
- 45 D. Discharge
- 46

47 The District agrees to act in good faith in the dismissal of any employee. Employees have the
48 right to seek redress through the negotiated grievance procedures.



1 **Section 11.2. Employment Notification.**

2 It is mutually agreed that the School District shall notify employees of intent to rehire for the next school
3 year on or before June 1 of the current school year. The employee will notify the School District of
4 intent to return for the next school year.
5
6
7

8
9 **ARTICLE XII**

10
11 **INSURANCE**

12
13 **Section 12.1. Employee Insurance.**

14 Beginning January 1, 2020, and each year thereafter, the employer agrees to provide the insurance
15 plans, follow employee eligibility rules and provide funding for all bargaining unit members and their
16 dependents as required by State law, the State Operating Budget, and the School Employees Benefits
17 Board (SEBB). Inclusive of employer funding will be payment of the retiree carve-out for all eligible
18 employees.
19

20 **Section 12.1.1. SEBB Eligibility Rules.**

21 Beginning January 1, 2020, the employer agrees to follow SEBB eligibility rules for employees
22 who are anticipated to work six hundred and thirty (630) hours or more per school year. The
23 employer also agrees to provide within ten (10) workdays of eligibility SEBB insurance plans to
24 eligible employees during the school year (as required or recommended by SEBB) and at each
25 open enrollment period.
26

27 **Section 12.1.2. District Pooling.**

28 *Beginning January 1, 2020, the District pooling will no longer be an option.*
29

30 **Section 12.2. Tort Liability.**

31 The District shall provide tort liability coverage for all employees subject to this Agreement.
32
33
34

35 **ARTICLE XIII**

36
37 **SAFETY AND HEALTH**

38
39 **Section 13.1. Workplace Safety.**

40 Employees shall be provided a workplace free of recognized hazards to their health and safety.
41

42 **Section 13.2. District Safety.**

43 Since it is mutually recognized by the signatures of this contract that safety within the confines of the
44 School District is paramount, the School District shall provide first aid and fire prevention courses to all
45 classified employees within the School District. It is agreed that all employees shall be vigilant in
46 seeking out unsafe or hazardous objects and will report them immediately to the appropriate personnel
47 for correction.
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ARTICLE XIV

ASSOCIATION MEMBERSHIP AND CHECKOFF

Section 14.1. Membership.

Each employee subject to this Agreement may choose to become a member of the Association in good standing by paying monthly dues. Maintaining membership with the Association entitles the member additional benefits of union membership. The Association will be the custodian of records in terms of employee membership.

Section 14.2. Deduction and Transmittal of Dues.

The District agrees to accept dues authorizations via recorded voice authorization or by E-signature in accordance with “E-SIGN”. The Association will, upon request, provide a list of those members who have authorized Association membership via voice authorization to the District. In addition, the Association will provide upon request, access for the District to the .wav (or other digital format) files associated with the voice authorization. PSE will be the custodian of all records related to voice/E-signature authorizations. The association agrees that as the custodian of the records, it has the responsibility to ensure the accuracy and safe keeping of those records.

Section 14.2.1. Remittance Report.

The District agrees to electronically submit a report monthly along with its remittance of dues identifying each employee by name, social security number, position, gross salary, and dues and assessments, or service charges, amount remitted. The same report will be forwarded to the President of the local Public School Employees Chapter, upon request.

Section 14.3. Local Dues.

Once during each school year on the employee’s October or initial pay warrant, the District shall deduct local Chapter dues from the pay of state dues paying members of the Association and remit to the chapter treasurer. Prior to September 1 the amount of said deduction shall be conveyed to the District by the Chapter President.

Section 14.4. Political Action Committee.

The District shall, upon receipt of a written, recorded voice and/or electronic authorization form, from at least five (5) members, that conforms to legal requirements, deduct from the pay of such bargaining unit employee the amount of contribution the employee voluntarily chooses for deduction for political purposes and shall transmit the same to the Union with the monthly dues transmittal check. The employee may revoke the request at any time. At least annually, the employee shall be notified by the PSE State Office, about the right to revoke the request.

Section 14.5. Hold Harmless.

The Association agrees to indemnify and hold the District harmless from any claim filed by any employee regarding any of the provisions of this section with the District’s acceptance of voice and/or electronic authorization of membership and/or the Association’s representation regarding the existence of a valid membership authorization, as well as for complying with any of the provisions of this Article of the Agreement. The Association agrees to reimburse the District for any damages or attorney fees incurred by them as a result of any claim made by any employee as a result of this section.



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ARTICLE XV

GRIEVANCE PROCEDURE

Section 15.1. Grievance Interpretation.

Grievances or complaints arising between the District and its employees within the bargaining unit defined herein, with respect to matters dealing with the interpretation or application of the terms and conditions of this Agreement shall be resolved in strict compliance with this Article. Nothing contained in this Article shall limit the right of employees to pursue adjustment of their grievances according to RCW 41.56.080.

Section 15.2. Grievance Steps.

Section 15.2.1. Step 1.

Employees shall first discuss the grievance with their immediate supervisor. If employees wish, they may be accompanied by an Association representative at such discussion. All grievances not brought to the immediate supervisor in accordance with the preceding sentence within thirty (30) days of the occurrence of the grievance shall be invalid and subject to no further processing. The supervisor shall have five (5) workdays to respond.

Section 15.2.2. Step 2.

If the grievance is not resolved to the employee's satisfaction in accordance with the preceding subsection, the employee shall reduce to writing a statement of the grievance containing the following:

- A. The facts on which the grievance is based.
- B. A reference to the provisions in this agreement which have been allegedly violated; and
- C. The remedy sought.

The employee shall submit the written statement of grievance to the immediate supervisor for reconsideration, within 10 workdays of the response in Step 1. The parties will have five (5) workdays from submission of the written statement of grievance to resolve it by indicating on the statement of grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall sign it. The employee reserves the right to appear before the supervisor and explain his/her grievance.

Section 15.2.3. Step 3.

If no settlement has been reached within the five (5) days referred to in the preceding section, and the Association believes the grievance to be valid, a written statement of grievance shall be submitted within fifteen (15) workdays to the District Superintendent or the Superintendent's designee.

After such submission, the parties will have ten (10) workdays from submission of the written statement of grievance to resolve it by indicating on the statement of grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall sign it. The employee reserves the right to appear before the Superintendent or his designee and explain his/her grievance, at which the employee may be accompanied by an Association representative or designee.



1
2 **Section 15.2.4. Step 4.**

3 If no settlement has been reached within the ten (10) days referred to in the preceding
4 subsection, a written statement of grievance shall be submitted within fifteen (15) workdays to
5 the District Board of Directors. After such submission, the parties will have thirty (30)
6 workdays from submission of the written statement of grievance to resolve it by indicating on
7 the statement of grievance the disposition. If an agreeable disposition is made, all parties to the
8 grievance shall sign it. The Board of Directors reserves the right to summon the employee for
9 an oral statement of the grievance. The employee reserves the right to appear before the Board
10 to explain the grievance. At any appearance before the Board, the employee may be
11 accompanied by an Association representative or designee.

12
13 **Section 15.2.5. Step 5.**

14 If no settlement has been reached within the thirty (30) days referred to in the previous
15 subsection, the employee may demand arbitration of the grievance. Any dispute, claim or
16 grievance arising out of or relating to the interpretation or the application of this Agreement
17 shall then be submitted to arbitration of the American Arbitration Association (AAA), PERC,
18 or FMCS. Any such demand for arbitration must be made in writing within twenty (20) days
19 after the thirty (30) day period referred to in Section 15.2.4. and this section.

20
21 Within ten (10) days after such written notice of submission to arbitration, the Superintendent
22 and the Association will attempt to agree upon a mutually acceptable arbitrator and to obtain a
23 commitment from such arbitrator to serve. If the parties are unable to agree upon an arbitrator
24 or to obtain such a commitment within the ten (10) day period, a request for a list of arbitrators
25 may be made to the American Arbitration Association, PERC, FMCS, or other agency by either
26 party. The parties will be bound by the rules and procedures of the agreed upon agency chosen.

27
28 Neither party shall be permitted to assert in the arbitration proceedings any evidence which was
29 not submitted to the other party before the request for arbitration.

30
31 The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning
32 and conclusions on the issues submitted. The arbitrator will be without power of authority to
33 make any decision which requires the commission of an act prohibited by law or which violates
34 the terms of this Agreement. The decision of the arbitrator will be submitted to the Board and
35 the Association and will be final and binding upon the parties.

36
37 The costs for the services of the arbitrator, including per diem expenses, if any, and his travel
38 and subsistence expenses and the cost of any hearing room, will be borne solely by the loser
39 (Board or Association). All other costs will be borne by the party incurring them.

40
41 **Section 15.2.6. Election of Remedies.**

42 Any matter which has an alternate form of resolution (for example, Superior Court, Human
43 Rights Commission, PERC, OCR, U.S. Department of Labor, etc.) may be utilized by an
44 employee in place of arbitration, but in no case will arbitration be allowed or utilized in
45 addition to alternative remedies such as those illustrated above.

1 **Section 15.2.7. Time Limits.**

2 The time limits provided in this Article shall be strictly observed unless extended by written
3 agreement of the parties. In the event a grievance is filed after May 15 of any year, the District
4 shall use its best efforts to process such grievance prior to the end of the school term or as soon
5 thereafter as possible.
6

7 **Section 15.2.8. Grievance and Arbitration Hearings.**

8 All hearings or conferences pursuant to this Grievance Procedure shall be scheduled at a time
9 and place which will afford a reasonable opportunity for all parties entitled to attend to be
10 present, including any and all witnesses.
11

12 **Section 15.2.9. Continuity of Grievance.**

13 Notwithstanding the expiration of this Agreement, any claim or grievance arising hereunder
14 may be processed through the grievance procedure until resolution.
15
16

17
18 **ARTICLE XVI**

19
20 **TRANSFER OF PREVIOUS EXPERIENCE**
21

22 **Section 16.1. New Hire Longevity Credits.**

23 Any new hire who had just previously been employed by any school district in the State of Washington,
24 and is hired to perform work similar to that, in which he was previously engaged, shall be given
25 longevity credits in the District in accordance with this Article.
26

27 **Section 16.2. Transfer of Prior Work Experience in Washington State.**

28 The new hire shall be permitted to transfer prior like work experience in another Washington State School
29 District as outlined in RCW 28A.400.300.
30

31 **Section 16.3. Longevity Credit Benefits.**

32 The longevity credit to be transferred shall be applicable to all benefits herein including Schedule A,
33 except the seniority provisions.
34
35

36 **ARTICLE XVII**

37
38 **SALARIES AND EMPLOYEE COMPENSATION**
39

40 **Section 17.1. Schedule A Salaries.**

41 Salaries for employees subject to this Agreement, during the term of the Agreement, are contained in
42 Schedule A attached hereto and by this reference incorporated herein.
43

44 **Section 17.2. Schedule A Term.**

45 Salaries contained in Schedule A shall be for the entire term of this Agreement, subject to the terms and
46 conditions of Section 18.3. Should the date of execution of this Agreement be subsequent to the
47 effective date, salaries, including overtime, shall be retroactive to the effective date.
48



1
2 **Section 17.3. Retroactive Pay.**

3 Retroactive pay, where applicable, shall be paid on the first regular pay day following execution of this
4 Agreement, or in the case of retroactive pay resulting from negotiations pursuant to Section 18.3, on the
5 first regular pay day following agreement on such schedule.
6

7 **Section 17.4. Schedule A Incremental Step Increases.**

8 Annual increments shall be granted to all employees on September 1 of each year during the term of this
9 Agreement; provided, however, that new employees subject to this Agreement must have been hired
10 prior to the last day of February in order to be eligible for an increment during the first year.
11

12 **Section 17.5. Payroll Prorated for Twelve (12) Months.**

13 Employees shall receive paychecks on a twelve (12) month bases. Employees may receive checks on an
14 as earned basis (less than twelve (12) month basis) upon showing undue hardship and approval by the
15 Superintendent. Payroll will be dispersed through Direct Deposit for all new employees. (Direct Deposit
16 placed in the contract 9/1/08)
17

18 **Section 17.6. Uniforms and Protective Gear.**

19 Mechanics shall be furnished seven (7) sets of uniforms (shirts and pants) upon request. The District will
20 maintain laundry equipment (washer/dryer) in the transportation department.
21

22 Maintenance/Grounds employees will be provided six (6) t-shirts a year. The District will continue to
23 provide appropriate common safety gear for employees when using chemical sprays.
24

25 **Section 17.6.1. Footwear Stipend.**

26 The Mechanics and Maintenance/Grounds employees will be reimbursed in odd years up to a
27 maximum of two hundred fifty dollars (\$250.00) every two (2) years on any footwear that meets
28 ANSI (American National Safety Industrial) standards ZN41.1. Upon proof of purchase along
29 with ANSI number, reimbursement will be made by the District.
30

31 In even years, the district will reimburse one hundred dollars (\$100.00) for resole and rebuilding
32 of footwear that meets the ANSI standards to Mechanics and Maintenance/Grounds employees.
33 A receipt must be provided for reimbursement.
34

35 **Section 17.7. Student Discipline Meetings.**

36 Drivers required to report to meetings to discuss student discipline on their own time will be paid for all
37 time spent at their regular hourly wage, except as provided in Section 7.8. and only if applicable.
38

39 **Section 17.8. Travel/Meals.**

40 All PSE employees will be reimbursed, when applicable or prior approved, based on the OSPI per
41 County meal rates as established by October 1 of each year. Itemized receipts must accompany all such
42 requests. Any variance from the above amounts must be approved by the Superintendent or his designee.
43 Mileage will be reimbursed at the State rate.
44

45 **Section 17.9. AA Degree Increase.**

46 A salary bonus of two percent (2%) shall be added to the wage of those employees with a job-related
47 AA degree. Exception: Unless the AA is a requirement of the job.
48

1
2 **Section 17.10. BA/BS Degree Increase.**

3 A salary bonus of four percent (4%) shall be added to the wage of those employees with a specific
4 job-related BA/BS degree. Exception: Unless the BA/BS is a requirement of the job.

5
6 **Section 17.11. Mechanic Operation Tools.**

7 Mechanics will be required to supply all general daily operation tools. The District will supply all
8 school bus/shop specific tools.

9
10 **Section 17.12. Food Service Added Workdays.**

11 Food service employees will work one (1) day prior to the first day of school and the last day of school.

12
13 **Section 17.13. Renewal of License, Certifications and Health Requirements.**

14 The District shall pay the total costs of any renewal license, certificates and health required as a condition
15 of employment. Bus drivers shall be fully reimbursed for the cost of their C.D.L. renewal above and
16 beyond the standard fee for driver's license renewal.

17
18 Department of Transportation (DOT) physical examination as a condition of employment will be
19 reimbursed every two years and co-pays for any interim required physicals.

20
21 **Section 17.14. VEBA.**

22 The District has adopted the VEBA sick leave conversion medical reimbursement plan (the Plan)
23 pursuant to RCW 28A.400.210 and agrees to make contributions to the Plan on behalf of all employees
24 in the group who are eligible to participate in the Plan by reason of having excess sick leave conversion
25 rights. Contributions on behalf of each eligible employee shall be based on the conversion value of sick
26 leave credits to the account of such employee available for contribution on an annual basis and at
27 retirement in accordance with the statute.

28
29 It is understood that all eligible employees will be required to sign and submit to the District, a hold
30 harmless agreement complying with the statute. If an eligible employee fails to sign and submit such an
31 agreement to the District she/he will not be permitted to participate in the plan at any time during the
32 term of the agreement and any and all excess sick leave which in the absence of this agreement would
33 accrue to such employee during the term hereof shall be forfeited together with all cash-conversion rights
34 that pertain to such excess sick leave.

35
36 Retirement Sick Leave Conversion: For the purpose of retirement contribution to the Plan, all employees
37 covered by this agreement who retire during the term hereof, shall be eligible and excess sick leave shall
38 be defined as the sick leaves days accruing to the credit of such employee during the term of this
39 agreement.

40
41 **Section 17.15. Committee Work.**

42 Any employee asked by their supervisor to be on a Building Leadership Team or other committee will be
43 paid at their regular hourly rate any for hours spent in those meetings with a ninety (90) minute minimum
44 per meeting. Meetings not rescheduled but cancelled on the day of the meeting will continue to receive
45 compensation. Meetings exceeding ninety (90) minutes will be time sheeted and compensated for the
46 entire meeting at the employee's hourly rate. Employees will be paid at the overtime rate for any hours
47 beyond forty (40) in a given work week. Participation in committees is voluntary.

1
2 **Section 17.16. Building Surveys.**

3 Both the District and the Association have an interest in promoting a positive school climate in each
4 building. Annually, the District Learning Improvement Team (DLIT) will work collaboratively to
5 develop and conduct an anonymous survey of all employees regarding building climate. The District
6 Learning Improvement Team will collect the surveys in and report all data and any analysis back to the
7 Building Learning Improvement Team. The strengths and opportunities from the report will be shared
8 with building employees.
9

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11
12 **ARTICLE XVIII**

13
14 **TERM**

15
16 **Section 18.1. Term of Agreement.**

17 The term of this Agreement shall be September 1, 2020 to August 31, 2023. All provisions of this
18 Agreement shall be applicable to the entire term of this Agreement notwithstanding its executive date,
19 except as provided in the following section.
20

21 **Section 18.2. Openers.**

22 This Agreement may be reopened and modified at any time during its term for the following reasons:
23

- 24 1. Upon mutual consent of the parties in writing.
- 25 2. To consider the impact of any legislation enacted following execution of this Agreement
26 which may arguably affect the Terms and Conditions herein or create authority to alter
27 personnel practices in public employment.
28
29

30 **Section 18.3. Implicit Price Deflator (IPD).**

31 It is mutually agreed that the legislatively approved percentage increase of funding (IPD) will be applied
32 as the percentage increase to the wage scale in Schedule A subject to the receipt of such funds by the
33 District and in compliance with such distribution guidelines as may be adopted by the State
34 Superintendent of Public Instruction.
35

36 **Section 18.4. Schedule A Increases.**

37 During the term of this agreement, Schedule A shall be increased as follows:
38

- 39 • In the 2020-2021 school year, all employees will receive an increase equivalent to the State
40 determined IPD plus adding a \$0.25 per hour to the Lead Mechanic starting wage.
- 41
- 42 • For the 2021-2022 school year, all employees will receive an increase equivalent to the IPD plus
43 1%.
- 44
- 45 • For the 2022-2023 school year, the parties will bargain a new Schedule A.
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ARTICLE XIX
STAFF DEVELOPMENT

Section 19.1. Staff Development and Training.

The District will provide thirty-five hundred dollars (\$3,500.00) to job-related staff development and training for employees.

SIGNATURE

PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON / SEIU LOCAL 1948

QUINCY CHAPTER

QUINCY SCHOOL DISTRICT #144-101

BY: _____
Monty Chittim, Chapter President

BY: _____
John. L Boyd, Superintendent

DATE: _____

DATE: _____



SCHEDULE A
QUINCY SCHOOL DISTRICT #144-101
SEPTEMBER 1, 2020 - AUGUST 31, 2021
1.6% IPD INCREASE

<u>Classifications</u>	<u>Steps 1-3</u>	<u>Steps 4-6</u>	<u>Steps 7-8</u>	<u>Steps 9-10</u>	<u>Steps 11+</u>
<u>MAINTENANCE/GROUNDS</u>					
Grounds/Maintenance	\$ 21.10	\$ 21.63	\$ 22.16	\$ 22.67	\$ 23.20
Maintenance	\$ 23.87	\$ 24.47	\$ 25.06	\$ 25.66	\$ 26.26
HVAC Technician	\$ 28.45	\$ 29.04	\$ 29.62	\$ 30.21	\$ 31.31
Warehouseman	\$ 17.18	\$ 17.61	\$ 18.04	\$ 18.47	\$ 18.90
<u>CUSTODIAL</u>					
Custodians	\$ 19.68	\$ 20.18	\$ 20.66	\$ 21.16	\$ 21.65
Night Custodian	\$ 19.94	\$ 20.44	\$ 20.94	\$ 21.44	\$ 21.93
<u>When working in the defined specialty areas, employees shall receive the following:</u>					
Certified Asbestos Lead Worker	Regular wage plus \$1.50 per hour				
Certified Asbestos Worker	Regular wage plus \$1.00 per hour				
Lead Painter	Regular wage plus \$1.00 per hour				
Licensed Pesticide Applicator	Regular wage plus \$1.00 per hour				
<u>TRANSPORTATION</u>					
Bus Driver	\$ 21.12	\$ 21.65	\$ 22.18	\$ 22.71	\$ 23.23
Lead Mechanic	\$ 26.30	\$ 26.96	\$ 27.61	\$ 28.26	\$ 28.91
Mechanic	\$ 24.78	\$ 25.40	\$ 26.01	\$ 26.63	\$ 27.26
Transportation Specialist	\$ 23.40	\$ 23.98	\$ 24.57	\$ 25.15	\$ 25.74
Car Route Driver	\$ 19.11	\$ 19.59	\$ 20.06	\$ 20.54	\$ 21.02
Bus Driver Aide	\$ 16.81	\$ 17.23	\$ 17.65	\$ 18.07	\$ 18.49
Driving Trainer (when training)	\$ 21.64	\$ 22.17	\$ 22.70	\$ 23.22	\$ 23.75
<u>FOOD SERVICE</u>					
Kitchen Manager	\$ 18.58	\$ 19.04	\$ 19.61	\$ 19.97	\$ 20.44
Head Cook	\$ 17.96	\$ 18.41	\$ 18.85	\$ 19.31	\$ 19.75
Assistant Cook/Cashier	\$ 17.37	\$ 17.80	\$ 18.24	\$ 18.67	\$ 19.11
Server Helper	\$ 16.29	\$ 16.70	\$ 17.10	\$ 17.51	\$ 17.92
Transportation Helper	\$ 16.48	\$ 16.88	\$ 17.30	\$ 17.71	\$ 18.11
Building Cook	\$ 17.67	\$ 18.11	\$ 18.55	\$ 19.00	\$ 19.43
<u>MIGRANT SERVICES</u>					
Migrant Recruiter	\$ 21.61	\$ 22.15	\$ 22.69	\$ 23.22	\$ 23.76
Migrant Graduation Specialist	\$ 31.40	\$ 32.19	\$ 32.98	\$ 33.76	\$ 34.54
Migrant Student Advocate	\$ 21.61	\$ 22.15	\$ 22.69	\$ 23.22	\$ 23.76
<u>LIBRARY TECHNICIAN</u>					
	\$ 21.61	\$ 22.15	\$ 22.69	\$ 23.22	\$ 23.76



COMPUTER USE POLICY

I will maintain the confidentiality of my user ID and password. I will not use another person's ID and password to gain entry into the computer system or voice message system.

I will not create, seek observe, or use obscene, abusive, or offensive language and/or other graphics. I will not use electronic email to harass or intimidate other employees.

I will respect other users and their rights.

I will abide by all copyright laws and licensing agreements. I will not knowingly violate the Family Educational Rights and Privacy Act when generating an email.

I will not use the system for solicitation, advertisement, political, or commercial purposes.

The Quincy School District retains the right to review any material stored on the network, and after following Just-Cause Procedures as described in Appendix O, may remove individual staff documents which are deemed to be unlawful, obscene, abusive, or otherwise objectionable.

I will not intentionally damage computer hardware and peripherals. I will not intentionally remove, alter, copy, or add unauthorized files and/or software. I will not intentionally add, remove, or alter any district computer hardware. I will not knowingly add any personal computer equipment to district computers that has not been authorized.

I will not knowingly circumvent the network securities or internet filter to get to a website or internet resource.

I will not intentionally attempt to access areas or activities for which I am not authorized. If loopholes in computer security systems or knowledge of a special password are encountered, I will not use them to damage computer systems, obtain extra resources, take resources from another user, gain access to systems, or use system for which proper authorization has not been given, as per RCW 9A.52.110, 9A.52.130, and 9A.48.100. Also, I will report loopholes to school authorities.

The district networked computer system shall only be accessed for professional and educational use, and not inappropriate personal use.

Violation of the above policy may result in discipline up to termination or prosecution according to the RCW's.